

AGREEMENT FOR SPECIAL SERVICES
between
MERCED COMMUNITY COLLEGE DISTRICT
and
MERCED COUNTY
CONTRACT NO. _____

THIS AGREEMENT, is made and entered into by and between the COUNTY of Merced, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and **MERCED COMMUNITY COLLEGE DISTRICT**, located at **3600 M Street, Merced, California**, (hereinafter referred to as "CONTRACTOR").

WHEREAS, As part of the Mental Health Services Act – Workforce, Education and Training (MHSA-WET) Plan, COUNTY desires this agreement to implement part of its Mental Health Career Pathway Program in accordance with the approved plan for the County; and

WHEREAS, CONTRACTOR agrees to provide California Association of Social Rehabilitation Agencies (CASRA) instruction in accordance with the approved MHSA-WET Plan; and

WHEREAS, CASRA authorized use of their instruction program through license issued to COUNTY when community college services are contracted by COUNTY; and

WHEREAS, the parties desire to set forth herein the terms and conditions under which said services shall be furnished.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

1. SCOPE OF SERVICES

CONTRACTOR shall provide services in accordance with the terms and conditions stated herein, and any specifically referenced attachments hereto.

The following exhibits are specifically incorporated by reference, attached hereto, and made a part hereof, except when in conflict with this Agreement or modified herein:

- Exhibit A - Mental Health Additional Terms and Conditions
- Exhibit B - Budget
- Exhibit C - Scope of Work
- Exhibit D - Purchases
- Exhibit E - HIPAA Business Associate Addendum
- Exhibit M - Mental Health Services Act Additional Terms and Conditions

Attachment A - Content License Agreement

2. TERM

The term of this Agreement shall commence on the first (1st) day of July, 2017, and continue until the thirtieth (30th) day of June, 2020, unless sooner terminated in accordance with the sections entitled "TERMINATION FOR CONVENIENCE" or "TERMINATION FOR CAUSE", as set forth elsewhere in this Agreement.

3. COMPENSATION

COUNTY agrees to pay CONTRACTOR a Total Contract Price of **One Hundred Thousand One Hundred Eighty Five Dollars and No Cents (\$100,185)** for all of CONTRACTOR's services to be provided herein, as are more specifically set forth under Section "SCOPE OF SERVICES". The Total Contract Price shall include all of COUNTY's compensation to CONTRACTOR, including reimbursement for all expenses incurred by CONTRACTOR in the performance of this Agreement. No other fees or expenses of any kind shall be paid to CONTRACTOR in addition to the Total Contract Price. In no event shall the total services to be provided hereunder exceed the Total Contract Price. This fee may be subject to withholding for State of California income tax.

Any and/or all payments made under this Agreement shall be paid by check, payable to the order of the CONTRACTOR and be mailed or delivered to CONTRACTOR at:

Name: Merced Community College District
Address: 3600 M Street
City/State/Zip: Merced, CA 95340

CONTRACTOR may request that COUNTY mail the check to CONTRACTOR, to such other address as CONTRACTOR may from time to time designate to COUNTY. Such request must be made in writing in accordance with the procedures as outlined under Section "NOTICES".

4. PRICING CONDITIONS

COUNTY agrees to pay CONTRACTOR for all services required herein as prescribed, fixed at the submitted pricing, which shall include reimbursement for all expenses incurred. No other expenses shall be paid to CONTRACTOR without formal approval of the COUNTY's Board of Supervisors or its authorized agent. In no event shall the total services to be performed hereunder exceed **\$100,185**.

COUNTY shall not be responsible for any charges or expenses incurred by CONTRACTOR, his/her agents, employees or independent contractors, other than those listed herein, in connection with the performance of services hereunder unless authorized in advance in writing by COUNTY.

5. TERMS OF PAYMENT

Payment shall be only for full and complete satisfactory performance of the services required to be provided herein and as set forth under Section "SCOPE OF SERVICES." Payment shall be made in the following manner:

CONTRACTOR shall submit monthly itemized invoices, or alternate documentation as deemed appropriate in advance by COUNTY, for services it has provided and for the amount owed under this Agreement. In addition to the invoices submitted by the CONTRACTOR for payment, CONTRACTOR must complete and submit to the COUNTY, Form W-9, "A Request for Taxpayer Identification Number and Certification". (www.irs.gov/pub/irs-pdf/fw9.pdf) Both invoices and the W-9 form shall be forwarded to the COUNTY at the COUNTY address indicated under Section "NOTICES" of this Agreement.

Each invoice or approved alternate documentation must:

- A. Detail by task the service performed by CONTRACTOR.
- B. Detail the labor cost (number of hours) attributed to each task.
- C. Show the cumulative cost for all tasks performed to date.
- D. Provide any additional information and data requested by COUNTY as deemed necessary by COUNTY to properly evaluate or process CONTRACTOR's claim.

Upon approval by COUNTY, the fee due hereunder shall be paid to CONTRACTOR within thirty (30) days following receipt of a proper invoice.

6. NO PAYMENT FOR SERVICE PROVIDED FOLLOWING EXPIRATION / TERMINATION OF AGREEMENT

CONTRACTOR shall have no claim against COUNTY for payment of any kind whatsoever for any services provided by CONTRACTOR which were provided after the expiration or termination of this Agreement.

7. NOTICES

All notices, requests, demands or other communications under this Agreement shall be in writing. Notice shall be sufficiently given for all purposes as follows:

- A. Personal Delivery. When personally delivered to the recipient, notice is effective upon delivery.
- B. First Class Mail. When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three mail

delivery days after deposit in a United States Postal Service office or mailbox.

- C. Certified Mail. When mailed by certified mail, return receipt requested, notice is effective upon receipt, if delivery is confirmed by a return receipt.
- D. Overnight Delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.
- E. Facsimile Transmission. When sent by fax to the last fax number of the recipient known to the party giving notice, notice is effective upon receipt, provided that: a) a duplicate copy of the notice is promptly given by first class mail or certified mail or by overnight delivery, or b) the receiving party delivers a written confirmation of receipt. Any notice given by fax shall be deemed received on the next business day if received after 5:00 P.M. (recipient's time) or on a non-business day.

Any correctly addressed notice that is refused, unclaimed or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messengers or overnight delivery service.

Information for notice to the parties to this Agreement at the time of endorsement of this Agreement is as follows:

COUNTY of MERCED

Merced COUNTY
Behavioral Health and Recovery Services
P.O. Box 2087
Merced, CA 95344
(209) 381-6813
FAX: (209) 725-8628

CONTRACTOR

President
Merced Community College District
3600 M Street
Merced, CA 95340
(209) 381-6585
FAX: (209) 386-6793

Any party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

8. CONDITION SUBSEQUENT/NON-APPROPRIATION OF FUNDING

The compensation paid to CONTRACTOR pursuant to this Agreement is based on COUNTY'S continued appropriation of funding for the purpose of this Agreement, as well as the receipt of local, COUNTY, state and/or federal funding for this purpose. The parties acknowledge that the nature of government finance is unpredictable, and that the rights and obligations set forth in this Agreement are therefore contingent upon the receipt and/or appropriation of the necessary funds. In the event that funding is terminated, in whole or in part, for any reason, at any time, this Agreement and all obligations of the COUNTY

arising from this Agreement shall be immediately discharged. COUNTY agrees to inform CONTRACTOR no later than ten (10) calendar days after the COUNTY determines, in its sole judgment, that funding will be terminated and the final date for which funding will be available. Under these circumstances, all billing or other claims for compensation or reimbursement by CONTRACTOR arising out of performance of this Agreement must be submitted to COUNTY prior to the final date for which funding is available. In the alternative, COUNTY and CONTRACTOR may agree, in such circumstance, to a suspension or modification of either party's rights and obligations under this Agreement. Such a modification, if the parties agree thereto, may permit a restoration of previous contract terms in the event funding is reinstated. Also in the alternative, the COUNTY may, if funding is provided to the COUNTY in the form of promises to pay at a later date, whether referred to as "government warrants", "IOUs", or by any other name, the COUNTY may, in its sole discretion, provide similar promises to pay to the CONTRACTOR, which the CONTRACTOR hereby agrees to accept as sufficient payment until cash funding becomes available.

9. TERMINATION FOR CONVENIENCE

This Agreement, notwithstanding anything to the contrary herein above or hereinafter set forth, may be terminated by COUNTY at any time without cause or legal excuse by providing the other party with thirty (30) calendar days written notice of such termination.

Upon effective date of termination, COUNTY shall have no further liability to CONTRACTOR except for payment for actual services incurred during the performance hereunder. Such liability is limited to the time specified in said notice and for services not previously reimbursed by COUNTY. Such liability is further limited to the extent such costs are actual, necessary, reasonable, and verifiable costs and have been incurred by CONTRACTOR prior to, and in connection with, discontinuing the work hereunder.

10. TERMINATION FOR CAUSE

The COUNTY may terminate this Agreement and be relieved of making any payments to CONTRACTOR, and all duties to CONTRACTOR should the CONTRACTOR fail to perform any material duty or obligation of the Agreement. Notice shall be given as otherwise provided herein. In the event of such termination the COUNTY may proceed with the work in any manner deemed proper by the COUNTY. All costs to the COUNTY shall be deducted from any sum otherwise due the CONTRACTOR and the balance, if any, shall be paid to the CONTRACTOR upon demand. Such remedy is in addition to such other remedies as may be available to the COUNTY provided by law.

11. MODIFICATION OF THE AGREEMENT

Notwithstanding any of the provisions of this Agreement, the parties may agree to amend this Agreement. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto

12. INSURANCE

- A. Prior to the commencement of work, and as a precondition to this contract, CONTRACTOR shall purchase and maintain the following types of insurance for the stated minimum limits indicated during the term of this Agreement. CONTRACTOR shall provide a certificate of insurance and endorsements naming COUNTY as an additional insured on each policy. The insurance carrier shall be required to give COUNTY notice of termination at least 10 days prior to the intended termination of any specified policy. Each certificate of insurance shall specify if CONTRACTOR has a SIR, and if so, CONTRACTOR shall be required to provide the entire policy of insurance with which it has a SIR and/or deductible.
1. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 annual aggregate covering bodily injury, personal injury and property damage. The COUNTY and its officers, employees and agents shall be endorsed to above policies as additional insured, using ISO form CG2026 or an alternate form that is at least as broad as form CG2026, as to any liability arising from the performance of this Agreement.
 2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage, or alternatively split limits of \$500,000 per person and \$1,000,000 per accident for bodily injury with \$250,000 per accident for property damage.
 3. Workers Compensation: Statutory coverage, if and as required according to the California Labor Code, including Employers' Liability limits of \$1,000,000 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the COUNTY.
 4. Professional Liability: \$1,000,000 limit per occurrence and \$5,000,000 annual aggregate limit covering CONTRACTOR's wrongful acts, errors and omissions. Any aggregate limit for professional liability must be separate and in addition to any CGL aggregate limit.

B. Insurance Conditions

1. Insurance is to be placed with admitted insurers rated by A.M. Best Co. as A:VII or higher. Lower rated, or approved but not admitted insurers, may be accepted if prior approval is given by the COUNTY's Risk Manager.
2. Each of the above required policies shall be endorsed to provide COUNTY with 30 days prior written notice of cancellation. COUNTY is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of CONTRACTOR to furnish insurance during the term of this Agreement.

13. INDEMNIFICATION

CONTRACTOR has the contracted duty (hereinafter "the duty") to indemnify, defend and hold harmless, COUNTY, its Board of Supervisors, officers, employees, agents and assigns from and against any and all claims, demands, liability, judgments, awards, interest, attorney's fees, costs, experts' fees and expenses of whatsoever kind or nature, at any time arising out of or in any way connected with the performance of this Agreement, whether in tort, contract or otherwise. This duty shall include, but not be limited to, claims for bodily injury, property damage, personal injury, and contractual damages or otherwise alleged to be caused to any person or entity including, but not limited to employees, agents and officers of CONTRACTOR.

CONTRACTOR's liability for indemnity under this Agreement shall apply, regardless of fault, to any acts or omissions, willful misconduct or negligent conduct of any kind, on the part of the CONTRACTOR, its agents, sub-contractors and employees. The duty shall extend to any allegation or claim of liability except in circumstances found by a jury or judge to be the sole and legal result of the willful misconduct of COUNTY. This duty shall arise at the first claim or allegation of liability against COUNTY. CONTRACTOR will on request and at its expense defend any action suit or proceeding arising hereunder. This clause for indemnification shall be interpreted to the broadest extent permitted by law.

14. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR is an independent contractor in the performance of the work duties and obligations devolving upon CONTRACTOR under this Agreement. COUNTY shall neither have, nor exercise any control or direction over the methods by which CONTRACTOR shall perform the assigned work and functions. The contractual interest of COUNTY is to assure that the services covered by this Agreement shall be performed and rendered in a competent, efficient and satisfactory manner.

It is agreed that no employer-employee relationship is created and CONTRACTOR shall hold COUNTY harmless and be solely responsible for withholding, reporting and payment of any federal, state or local taxes; any contributions or premiums imposed or required by workers' compensation; any unemployment insurance; any social security=income tax; and any other obligations from statutes or codes applying to CONTRACTOR, or its sub-contractors and employees, if any.

It is mutually agreed and understood that CONTRACTOR, its sub-contractors and employees, if any, shall have no claim under this Agreement or otherwise against the COUNTY for vacation pay, sick leave, retirement or social security benefits, occupational or non-occupational injury, disability or illness, or loss of life or income, by whatever cause.

CONTRACTOR shall insure that all its personnel and employees, sub-contractors and their employees, and any other individuals used to perform the contracted services are aware and expressly agree that COUNTY is not responsible for any benefits, coverage or payment for their efforts.

15. RECORDS, INFORMATION AND REPORTS

CONTRACTOR shall maintain full and accurate records with respect to all matters covered under this Agreement. To the extent permitted by law, COUNTY shall have free access at all proper times or until the expiration of *seven (7) years after the furnishing of services to such records, the last date of service, or termination of contract*, or for minors, until *seven (7) years after the age of 18* and the right to examine and audit the same and to make transcripts therefrom, and to inspect all data, documents, proceedings, and activities pertaining to this Agreement.

To the extent permitted by law, CONTRACTOR shall furnish COUNTY such periodic reports as COUNTY may request pertaining to the work or services undertaken pursuant to this Agreement. The costs and obligations incurred or to be incurred in connection therewith shall be borne by the CONTRACTOR.

16. OWNERSHIP OF DOCUMENTS

To the extent permitted by law, all technical data, evaluations, plans, specifications, reports, documents, or other work products developed by CONTRACTOR hereunder are the exclusive property of COUNTY and upon request of COUNTY shall be delivered to COUNTY upon completion of the services authorized hereunder. In the event of termination, all finished or unfinished documents and other materials, if any, at the option of COUNTY, and to the extent permitted by law, shall become the property of the COUNTY. CONTRACTOR may retain copies thereof for its files and internal use.

Any publication of information directly derived from work performed or data

obtained in connection with services rendered under this Agreement must be first approved by COUNTY.

17. QUALITY OF SERVICE

CONTRACTOR shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by such profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, designs, drawings, plans, information, specifications, and/or other items and services furnished under this Agreement.

CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies immediately upon discovery in its reports, drawings, specifications, designs, and/or other related items or services.

18. PERSONAL SATISFACTION AS A CONDITION PRECEDENT

The obligations of COUNTY as provided in this Agreement are expressly conditioned upon CONTRACTOR's compliance with the provisions of this Agreement to the personal satisfaction of the COUNTY. COUNTY shall determine compliance in good faith as a reasonable person would under the circumstances.

19. ENTIRE AGREEMENT

This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other contracts, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

20. COUNTY NOT OBLIGATED TO THIRD PARTIES

COUNTY shall not be obligated or liable hereunder to any party other than CONTRACTOR.

21. LAWS, LICENSES, PERMITS AND REGULATIONS

CONTRACTOR and COUNTY agree to comply with all State laws and regulations that pertain to construction, health and safety, labor, minimum wage, fair employment practice, equal opportunity, and all other matters applicable to CONTRACTOR and COUNTY, their sub-grantees, contractors, or sub-contractor, and their work.

CONTRACTOR shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of

California, COUNTY of Merced and all other appropriate governmental agencies, including any certification and credentials required by COUNTY. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by COUNTY.

22. LIMITED AFFECT OF WAIVER OR PAYMENT

In no event shall the making, by COUNTY, of any payment to CONTRACTOR constitute, or be construed as, a waiver by COUNTY of any breach of covenant, or any default which may then exist, on the part of CONTRACTOR. The making of any such payment by COUNTY while any such breach or default shall exist, shall not be construed as acceptance of substandard or careless work or as relieving CONTRACTOR from its full responsibility under this Agreement.

No waiver by either party of any default, breach or condition precedent shall be valid unless made in writing and signed by the parties hereto. No oral waiver of any default, breach or condition precedent shall be binding on any of the parties hereto. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder.

23. PERSONNEL

CONTRACTOR represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. All of the services required hereunder will be performed by CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

24. APPLICABLE LAW; VENUE

All parties agree that this Agreement and all documents issued or executed pursuant to this Agreement as well as the rights and obligations of the parties hereunder are subject to and governed by the laws of the State of California in all respects as to interpretation, construction, operation, effect and performance. No interpretation of any provision of this Agreement shall be binding upon COUNTY unless agreed in writing by COUNTY and counsel for COUNTY.

Notwithstanding any other provision of this Agreement, any disputes concerning any question of fact or law arising under this Agreement or any litigation or arbitration arising out of this Agreement, shall be tried in Merced COUNTY, unless the parties agree otherwise or are otherwise required by law.

25. BREACH OF CONTRACT

Upon breach of this Agreement by CONTRACTOR, COUNTY shall have all remedies available to it both in equity and/or at law.

26. REMEDY FOR BREACH AND RIGHT TO CURE

Notwithstanding anything else in this Agreement to the contrary, if CONTRACTOR fails to perform any obligation of this Agreement, the COUNTY may itself perform, or cause the performance of, such agreement or obligation. In that event, CONTRACTOR will, on demand, fully reimburse COUNTY for all such expenditures. Alternatively, COUNTY, at its option, may deduct from any funds owed to CONTRACTOR the amount necessary to cover any expenditures under this provision. This is in addition to any other remedies available to the COUNTY by law or as otherwise stated in this Agreement.

27. SUCCESSORS IN INTEREST

All the terms, covenant, and conditions of this Agreement shall be binding and in full force and effect upon any successors in interest and assigns of the parties hereto. This paragraph shall not be deemed as a waiver of any of the conditions against assignment set forth herein.

28. CONFLICT OF INTEREST

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. CONTRACTOR shall ensure that no conflict of interest exists between its officers, employees, or sub-contractors, and the COUNTY. CONTRACTOR shall ensure that no COUNTY officer or employee in a position that enables them to influence this Agreement will have any direct or indirect financial interest resulting from this Agreement. CONTRACTOR shall ensure that no COUNTY employee shall have any relationship to the CONTRACTOR or officer or employee of the CONTRACTOR, nor that any such person will be employed by CONTRACTOR in the performance of this Agreement without immediate divulgence of such fact to the COUNTY.

29. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

CONTRACTOR and any sub-contractors shall comply with all applicable federal, state, and local Anti-discrimination laws, regulations, and ordinances and shall not unlawfully discriminate, deny family care leave, harass, or allow harassment against any employee, applicant for employment, employee or agent of COUNTY, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation,

age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of COUNTY employees and agents, and recipients of services are free from such discrimination and harassment.

CONTRACTOR represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code §§ 12900 et seq.), and ensure a workplace free of sexual harassment pursuant to Government Code 12950; and regulations and guidelines issued pursuant thereto.

CONTRACTOR agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable antidiscrimination laws and this provision.

CONTRACTOR shall include this nondiscrimination provision in all subcontracts related to this Agreement and when applicable give notice of these obligations to labor organizations with which they have Agreements.

30. CAPTIONS

The captions of each paragraph in this Agreement are inserted as a matter of convenience and reference only, and in no way define, limit, or describe the scope or intent of this Agreement or in any way affect it.

31. SUBCONTRACTS - ASSIGNMENT

CONTRACTOR shall not subcontract or assign this Agreement, or any part thereof, or interest therein, directly or indirectly, voluntarily or involuntarily, to any person without obtaining the prior written consent by COUNTY. CONTRACTOR remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CONTRACTOR shall be held responsible by COUNTY for the performance of any subcontractor whether approved by COUNTY or not.

CONTRACTOR hereby assigns to the COUNTY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from the purchase of goods, materials, or services by the CONTRACTOR for sale to the COUNTY pursuant to this Agreement.

32. SEVERABILITY

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable or invalid, in whole or in part, for any reason, the validity and enforceability of the remaining provisions, or portion of them, will not be affected. Compensation due to CONTRACTOR from the COUNTY may, however, be adjusted in proportion to the benefit received despite the removal of the effected provision.

33. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts, each of which shall be deemed a duplicate original. The Agreement shall be deemed executed when it has been signed by both parties.

[Signature page follows]

COUNTY OF MERCED
Board of Supervisors
Chairman

BEHAVIORAL HEALTH AND
RECOVERY SERVICES
Director

By _____
Daron McDaniel

By _____
Yvonna Brown, MSW

Dated

Dated

APPROVED AS TO LEGAL FORM
MERCED COUNTY COUNSEL

CONTRACTOR
President

By _____
Deputy

By _____
Chris Vitelli, Ed.M.

Dated

Dated

Exhibit A – Mental Health Services Additional Terms and Conditions

1. CONFIDENTIALITY

CONTRACTOR and its employees, agents, or subcontractors shall comply with applicable laws and regulations, including but not limited to California W&I Code Section 5328; 42 C.F.R. Part 2 and 45 C.F.R. Parts 160 and 164, and to the HITECH Act in 42 C.F.R., Chapter 156, regarding the confidentiality of patient information. CONTRACTOR shall not use identifying information for any purpose other than carrying out the CONTRACTOR's obligation under this contract. CONTRACTOR shall not disclose, except as otherwise specifically permitted by the contract or authorized by the client/patient, any such identifying information to anyone other than the COUNTY without prior written authorization from the COUNTY or in accordance with State and Federal laws.

For the purposes of the above paragraphs, identifying information will include, but not be limited to: name, identifying number, symbol, or other identifying particular assigned the individual.

The CONTRACTOR agrees to comply with the provisions of Public Law 104-191 known as The Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the HIPAA Business Associate addendum attached to this Agreement and incorporated by this reference as if fully set forth herein. Any conflict between the terms and conditions of this Agreement and the Business Associate Addendum incorporated are to be read so that the more legally stringent terms and obligation(s) of the CONTRACTOR shall control and be given effect.

COUNTY shall annually monitor CONTRACTOR for compliance and adherence to CONTRACTOR's policies and procedures by requesting CONTRACTOR to attest to the completion of training of its staff and providers with annual copies of any policies and procedures.

2. COMPLIANCE AND ETHICS

CONTRACTOR agrees to establish ethical standards for all staff employed by CONTRACTOR. These standards shall include compliance with state and federal regulations for safeguarding client information. CONTRACTOR agrees to orientate and train staff to enforce established ethical standards.

CONTRACTOR agrees to establish written policies and procedures that ensure organizational and individual compliance.

If CONTRACTOR is unable to establish policies and procedures relating to ethics and compliance, CONTRACTOR will notify COUNTY in writing that it intends to abide by the Merced County Behavioral Health and Recovery Services' Compliance and Integrated Ethics Plan (CIEP).

COUNTY shall annually monitor CONTRACTOR for compliance and adherence to its policies and procedures by requesting CONTRACTOR to attest to the completion of training of its staff and providers with annual copies of any policies and procedures.

3. CULTURAL COMPETENCY

“Cultural Competence” means a set of congruent practice skills, behaviors, attitudes and policies in a system, agency or among those persons providing services that enables that system, agency, or those persons providing services to work effectively in a cross-cultural situations. CONTRACTOR shall have a written policy and procedure that ensure organizational and individual compliance by its staff and providers.

COUNTY shall annually monitor CONTRACTOR for compliance and adherence to its policies and procedures by requesting CONTRACTOR to attest to the completion of training of its staff and providers with annual copies of any policies and procedures.

4. EXCLUDED INDIVIDUALS AND ENTITIES

Employees of CONTRACTOR who, because of convictions or because of current or past failures to comply with state and federal program requirements, become designated as ineligible persons or are identified for exclusion from involvement in state and federal programs, shall be removed from responsibility or participation in or involvement with all aspects of this federally funded program, until such time as the person or entity is no longer identified on the exclusion lists.

CONTRACTOR shall be responsible to perform ongoing exclusion reviews of current employees to ensure that CONTRACTOR does not hire or contract with any individual or entity under sanction or exclusion by the state and federal government. As an outcome of ongoing exclusion reviews, CONTRACTOR agrees to provide to COUNTY written certification under penalty of perjury that no current employee, subcontractor, entity or agent is excluded from participation of Medicaid or Medi-Cal programs per 42 CFR 455.436 and Welfare and Institutions Code 14043.61. Detailed reporting shall be made available to COUNTY upon demand. Failure to comply shall lead to contract termination.

CONTRACTOR shall be responsible to ensure and attest to that all providers or

any person with a 5 percent or more direct or indirect ownership in the provider under this agreement have undergone a criminal background check per 42 CFR 45.434 and other applicable State requirements based on the category of the provider.

The COUNTY shall not reimburse for past, present or future services rendered by individual that were under employment by CONTRACTOR and have been excluded from federal and state participation.

5. MONITORING

The COUNTY's will monitor ongoing program compliance through facility visits, consumer record review and financial record review. COUNTY Contract Monitors will visit facilities announced or unannounced.

6. NOTIFICATION OF UNUSUAL OCCURRENCE

CONTRACTOR shall notify COUNTY Compliance Officer of any unusual or physical incidents (i.e., abuse, injury and death) that may affect COUNTY's clients within twenty-four (24) hours of occurrence and, at the request of Managed Care, provide COUNTY with a copy of all investigation reports concerning incidents, as well as the appropriate disposition and corrective action taken to resolve the incident.

7. STANDARDS OF PRACTICE

Standards of practice of CONTRACTOR shall be determined by the professional standards of CONTRACTOR's trade or field of expertise and all applicable provisions of law and other rules and regulations of any and all governmental authorities relating to provision of services as defined in this Agreement.

8. COMPENSATION AND LIABILITY FOR DAMAGES UPON TERMINATION

Neither party shall be relieved of liability to the other for damages sustained by either party by virtue of any breach of this Agreement, regardless of whether this Agreement was terminated for cause or for convenience. COUNTY may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to COUNTY from CONTRACTOR is determined and established in writing, signed by both parties.

9. STAFFING, TRAINING AND SUPERVISION

CONTRACTOR shall train and maintain appropriate supervision of all persons providing services under this Agreement with particular emphasis on the supervision of para-professionals, interns, students, and clinical volunteers in accordance with CONTRACTOR's clinical supervision policy.

CONTRACTOR shall be responsible for the training of all appropriate staff on applicable State manuals and/or training materials and State and COUNTY policies and procedures as well as on any other matters that COUNTY may reasonably require.

10. QUALITY MANAGEMENT/UTILIZATION REVIEW

CONTRACTOR shall be in full compliance with COUNTY's Quality Management Plan. COUNTY shall have access to, and conduct audits and reviews of, records, policies and procedures incident reports, and related activities it deems necessary to support COUNTY's Quality Management functions.

CONTRACTOR and COUNTY, to the extent feasible, shall include their respective Quality Management staff in each other's Quality Management activities. Such activities shall include, but not be limited to, Quality Improvement Councils, chart audits, program compliance reviews, and Medi-Cal certifications.

COUNTY's Quality Assurance Plan: The COUNTY or its agent will evaluate CONTRACTOR's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing CONTRACTOR's compliance with all contract terms and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected may be reported to the Managed Care/Quality Improvement Unit. The report will include improvement/corrective action measures taken by the COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this Agreement or impose other penalties as specified in this Agreement.

11. PATIENT RIGHTS AND PROBLEM RESOLUTION PROCESS

CONTRACTOR shall comply with all relevant rules, regulations, statutes, and COUNTY policies and procedures related to individuals' rights to a complaint process and timely compliant resolution.

CONTRACTOR shall comply with the Mental Health Plans (MHPs) Medi-Cal beneficiary and/or Mental Health Services Act problem resolution process. This does not preclude CONTRACTOR's commitment to resolve problems or complaints by Medi-Cal beneficiaries at the informal level as simply and quickly as possible. Nothing in this Agreement shall prevent Medi-Cal beneficiaries' from utilizing the MHPs and other rights and processes regarding complaints and grievances, which are guaranteed by statute.

Provision of this Agreement shall not be construed to replace or conflict with the duties of COUNTY's Patients' Rights Advocate as described in Section 5520 of the W & I Code.

Exhibit B—Budget

COURSE MATERIALS AND PAYMENT TERMS

1. COURSE MATERIALS: Licensor’s Materials consist of five training courses:

- a. Introduction to Psychosocial Rehabilitation,
- b. The Helping Relationship,
- c. Rehabilitation and Recovery,
- d. Community Integration,
- e. Field Seminar.

2. BUDGET

2 Module 1 Courses at \$11,717 = \$23,434
1 Module 2 Course at \$11,717 = \$11,717
1 Module 3 Course at \$11,717 = \$11,717
1 Module 4 Course at \$11,717 = \$11,717
2 Module 5 Course at \$6,400 + 14,400 x 2 = \$41,600

Total = \$100,185

By Fiscal Year:

FY 17/18	Module 1 \$11,717	
	Module 2 \$11,717	
		Total \$23,434

FY 18/19	Module 1 \$11,717	
	Module 3 \$11,717	
	Module 4 \$11,717	
	Module 5 \$20,800	
		Total \$55,951

FY 19/20	Module 5 \$20,800	
		Total \$20,800

Total: \$100,185

Exhibit C—Scope of Work

California Association of Social Rehabilitation Agencies (CASRA)

During term of this Agreement, CONTRACTOR will provide a total of 7 (seven) modules as described below; two Module 1 courses, one Module 2 course, one Module 3 course, one Module 4 course, and two Module 5 courses. Prior to scheduling each Module for a semester students, CONTRACTOR shall coordinate efforts with the COUNTY in order to promote participation of the classes.

Module 1– Offered in the Fall Semester 2017 and Fall Semester 2018

- Introduction to Psychosocial Rehabilitation (Module 1) 48 hours
 - Understand the basic principles and values of psychosocial rehabilitation
 - Understand the basic impact of stigma on people who have a psychiatric disability
 - Understand the basic principles of recovery and empowerment in working with people who have a psychiatric disability
 - Demonstrates a basic understanding of ethical practice in psychosocial rehabilitation
 - Understands the basics of formulating a rehabilitation goal

Module 2 – Offered in the Spring Semester 2018

- The Helping Relationship (Module 2) 48 hours
 - Understand the Stage of Recovery
 - Being Self- Aware: What We Bring to Our Clients
 - The Helping Relationship as a Partnership
 - Collaboration and Working as Part of a Treatment Team
 - Basic Interviewing Skills
 - The Assessment Process: Working with the Whole Person
 - Recovery- Oriented Goal Setting
 - Treatment Planning
 - Evaluation and Discharge
 - Helping Special Populations

Module 3 – Offered in the Fall Semester 2018

- Rehabilitation and recovery (Module 3) 48 hours
 - Review of Central Psychosocial Rehabilitation
 - Experience versus Symptoms: DSM and Beyond
 - Prioritizing Presenting Issues: Assessing health and Safety Concerns
 - Boundaries in Professional Help: Maintaining Ethical Standards
 - Safety and Risk: Procedures, Protocol, and Supervision
 - Group Work

Module 4 – Offered in the Spring Semester 2019

- Community Integration (Module 4) 48 hours
 - Cultural components
 - Personal values
 - Coordinating Access to Resources
 - Support Groups
 - Social Support Systems
 - Ethics of Social and Community Support Building
 - Supportive Resources
 - Self- Help
 - Team Work
 - Employment
 - Consumers and the Legal System
 - Housing

Modules 1, 2, 3, and 4 will be delivered in 16-week semester format. The professor will deliver 3 hours per week for 16 weeks for a total of 48 hours of instruction per module.

Instruction is delivered in a not for credit/fee based mode. Students will receive a Skilled Recognition Award for each module that is satisfactorily completed. CASRA certificate attainment will be based on attainment of skills.

For Modules 1-4 contract education fees total \$11,717 per module (x 5) and include professor preparation, instructional site, instructional delivery, and instructional supplies.

Textbooks are not included and not required. Up to 24 students may attend each module.

Module 5 – Offered in the Fall Semester 2019 and Spring Semester 2020

- Fieldwork (Module 5) 32 hours
 - Understand key elements of the Psychiatric Rehabilitation Practitioner Code of Ethics.
 - Understand the concept of Scope of practice. Be able to distinguish the role of the psychosocial rehabilitation practitioner from that of the other professions.
 - Identify personal strengths and areas needing improvement as a practitioner.
 - Know how to use supervision
 - Develop strategies to problem solve in the workplace.
- Worksite Observation (Module 5)
 - 2-3 hours of supervisor and instructor check-in regarding each participant's progress at their worksite.

Module 5 will be delivered in a 16 week format. The professor will deliver 2 hours per week for 16 weeks for a total of 32 hours of instruction for up to 24 participants (2 X). The worksite Observation portion includes an additional three (3) hours of individual instruction per participant.

Instruction is delivered in a not for credit/fee based mode. Students will receive a Skills Recognition Award for each module that is satisfactorily completed. CASRA certificate attainment will be based on attainment of skills.

For Module 5 contract education fee total \$6,400 for Fieldwork and \$14,400 for Work site Observation and include professor preparation, instructional site, instructional delivery, and instructional supplies.

Eligible enrollees for all modules shall include, but not be limited to, COUNTY Behavioral Health and Recovery Services (BHRS) consumers, consumer family members, Mental Health staff members and community partners. COUNTY'S MHSA Coordination shall be the point of contract for enrollment.

CONTRACTOR shall provide COUNTY's MHSA Coordinator with quarterly reports detailing enrollment, progress and completion of the curriculum.

CONTRACTOR, as a "Permitted Internal User" of the CASRA Curriculum purchased by and licensed to COUNTY, shall comply with the provisions set forth in the Content License Agreement between CASRA and COUNTY, attached hereto as **Attachment A**, as made a part hereof.

EXHIBIT D
"PURCHASES"

1. Purchase Practices: CONTRACTOR shall fully comply with all Federal, State and COUNTY laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.

2. Proprietary Interest of COUNTY: In accordance with all applicable Federal, State and COUNTY laws, ordinances, rules, regulations, manuals, guidelines and directives, COUNTY shall retain all proprietary interest, except the use during the term of this Agreement, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by CONTRACTOR using any COUNTY funds. Upon the termination for cause of this Agreement, the discontinuance of the business of CONTRACTOR, the failure of CONTRACTOR to comply with any of the provisions of this Agreement, the bankruptcy of CONTRACTOR or its giving an assignment for the benefit of creditors, or the failure of CONTRACTOR to satisfy any judgment against it within 30 calendar days of filing, COUNTY shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of CONTRACTOR. CONTRACTOR, in conjunction with COUNTY, shall attach identifying labels on all such property indicating the proprietary interest of COUNTY.

3. Inventory Records, Controls and Reports: CONTRACTOR shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any COUNTY funds. Upon request from the COUNTY, CONTRACTOR shall provide the COUNTY with an accurate and complete inventory report of all furniture, fixtures, equipment, materials and supplies, purchased or obtained using any COUNTY funds. Within five (5) business days after the expiration or termination of the Agreement, CONTRACTOR shall submit to COUNTY the same inventory report updated to expiration or termination date.

4. Protection of Property in CONTRACTOR's Custody: CONTRACTOR shall take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any COUNTY funds, against any damage or loss by fire, burglary, theft, disappearance, vandalism or misuse.

5. Disposition of Property in CONTRACTOR's Custody: Upon the termination of this Agreement for cause, or at any other time that COUNTY may request, CONTRACTOR shall: (1) provide access to and render all necessary assistance for physical removal by COUNTY or its authorized representatives of any or all furniture,

fixtures, equipment, materials, and supplies, purchased or obtained using any COUNTY funds, in the same condition as such property was received by CONTRACTOR, reasonable wear and tear excepted, or (2) at COUNTY's option, deliver any or all items of such property to a location designated by the COUNTY. Any disposition, settlement or adjustment connected with such property shall be in accordance with all applicable Federal, State and COUNTY laws, ordinances, rules, regulations, manuals, guidelines and directives.

6. CONTRACTOR's Right to Property Upon Successful Completion of Project: Notwithstanding any other provision of this Section and upon COUNTY's determination, said determination being in the sole discretion of COUNTY, that CONTRACTOR has successfully completed an approved project for which all furniture, fixtures, equipment, materials, and supplies were purchased, and a period of one year has passed following the successful completion of said project, CONTRACTOR shall have the right to all such furniture, fixtures, equipment, materials and supplies, purchased or obtained by CONTRACTOR using any COUNTY funds as part of the said approved project under this Agreement, and COUNTY shall have no proprietary interest therein, provided that CONTRACTOR is not in default under any term of the Agreement.

Exhibit E – HIPAA Business Associate Addendum

I. Recitals – STANDARD RISK

- A. This Contract (Agreement) has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (“HIPAA”) and its implementing privacy and security regulations at 45 CFR Parts 160 and 164 (“the HIPAA regulations:”).
- B. The County of Merced (“COUNTY”) wishes to disclose to Business Associate certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information (“PHI”).
- C. “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health and dental care to an individual, or the past, present, or future payment for the provision of health and dental care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time.
- D. “Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI, or confidential data that is essential to the ongoing operation of the Business Associate’s organization and intended for internal use; or interference with system operations in an information system.
- E. As set forth in this Agreement, “CONTRACTOR,” here and after, is the Business Associate of COUNTY that provides services, arranges, performs or assists in the performance of functions or activities on behalf of COUNTY and creates, receives, maintains, transmits, uses or discloses PHI.
- F. COUNTY and Business Associate desire to protect the privacy and provide for the security of PHI created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, in compliance with HIPAA and HIPAA regulations and other applicable laws.
- G. The purpose of the Addendum is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations.
- H. The terms used in this Addendum, but not otherwise defined, shall have the same meanings as those terms in the HIPAA regulations.

In exchanging information pursuant to this Agreement, the parties agree as follows:

1. Permitted Uses and Disclosures of PHI by Business Associate

- A. **Permitted Uses and Disclosures.** Except as otherwise indicated in this Addendum, Business Associate may use or disclose PHI only to perform functions, activities or services specified in this Agreement, for, or on behalf of COUNTY, provided that such use or disclosure would not violate the HIPAA regulations, if done by COUNTY.
- B. **Specific Use and Disclosure Provisions.** Except as otherwise indicated in this Addendum, Business Associate may:
- 1) **Use and disclose for management and administration.** Use and disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
 - 2) **Provision of Data Aggregation Services.** Use PHI to provide data aggregation services to COUNTY. Data aggregation means the combining of PHI created or received by the Business Associate on behalf of COUNTY with PHI received by the Business Associate in its capacity as the Business Associate of another covered entity, to permit data analyses that relate to the health care operations of COUNTY.

2. Responsibilities of Business Associate

Business Associate agrees:

- A. **Nondisclosure.** Not to use or disclose Protected Health Information (PHI) other than as permitted or required by this Agreement or as required by law.
- B. **Safeguards.** To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of COUNTY; and to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section C, Security, below. Business Associate will provide COUNTY with its current and updated policies.

C. **Security.** To take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI, and provide data security procedures for the use of COUNTY at the end of the contract period. These steps shall include, at a minimum:

- 1) Complying with all of the data system security precautions listed in this Agreement or in an Exhibit incorporated into this Agreement; and
- 2) Complying with the safeguard provisions in the COUNTY Information Security Policies or requirements set forth in State or Federal guidelines applicable. In case of a conflict between any of the security standards contained in any of these enumerated sources of security standards, the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to PHI from unauthorized disclosure. Further, Business Associate must comply with changes to these standards that occur after the effective date of this Agreement.

Business Associate shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this section and for communicating on security matters with COUNTY.

D. **Mitigation of Harmful Effects.** To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Addendum.

E. **Business Associate's Agents.** To ensure that any agents, including subcontractors, to whom Business Associate provides PHI received from or created or received by Business Associate on behalf of COUNTY, agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI, including implementation of reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI; and to incorporate, when applicable, the relevant provisions of this Addendum into each subcontract or subaward to such agents or subcontractors.

F. **Availability of Information to COUNTY and Individuals.** To provide access as COUNTY may require, and in the time and manner designated by COUNTY (upon reasonable notice and during Business Associate's normal business hours) to PHI in a Designated Record Set, to COUNTY (or, as directed by COUNTY), to an Individual, in accordance with 45 CFR Section §164.524. Designated Record Set means the group of records maintained for COUNTY that includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for COUNTY health plans; or those records used to make decisions about individuals on behalf of COUNTY. Business Associate shall use the forms and processes developed by COUNTY for this purpose and shall respond to requests for access to records transmitted by

COUNTY within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none.

- G. **Amendment of PHI.** To make any amendment(s) to PHI that COUNTY directs or agrees to pursuant to 45 CFR Section §164.526, in the time and manner designated by COUNTY.
- H. **Internal Practices.** To make Business Associate's internal practices, books and records relating to the use and disclosure of PHI received from COUNTY, or created or received by Business Associate on behalf of COUNTY, available to COUNTY or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by COUNTY or by the Secretary, for purposes of determining COUNTY compliance with the HIPAA regulations.
- I. **Documentation of Disclosures.** To document and make available to COUNTY or (at the direction of COUNTY to an Individual such disclosures of PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of PHI, in accordance with 45 CFR §164.528.
- J. **Notification of Breach.** During the term of this Agreement:

- 1) **Discovery of Breach.** To notify COUNTY **immediately by telephone call plus email or fax** upon the discovery of breach of security of PHI in computerized form if the PHI was, or is reasonably believed to have been, acquired by an unauthorized person, or **within 24 hours by email or fax** of any suspected security incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the COUNTY Compliance Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notification shall be provided using the "Privacy Incident Reporting Form" located at the following web address:

<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx>

Business Associate shall take:

- i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and
 - ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- 2) **Investigation of Breach.** To immediately investigate such security incident, breach, or unauthorized use or disclosure of PHI or confidential data. Within 24 hours of the discovery, to notify the COUNTY Compliance Officer of:

- i. What data elements were involved and the extent of the data involved in the breach,
 - ii. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data,
 - iii. A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized, and
 - iv. A description of the probable causes of the improper use or disclosure;
- 3) **Written Report.** To provide a written report of the investigation to the COUNTY Compliance Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.
- 4) **Notification of Individuals.** To notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and to pay any costs of such notifications, as well as any costs associated with the breach. The COUNTY Compliance Officer shall approve the time, manner and content of any such notifications.
- 5) **COUNTY Contact Information.** To direct communications to the above referenced COUNTY staff, the Contractor shall initiate contact as indicated herein COUNTY reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Agreement or Addendum.

COUNTY Compliance Officer
Compliance Officer P.O. Box 2087 Merced, CA 95344 KCraig@co.merced.ca.us (209) 381-6818

K. **Employee Training and Discipline.** To train and use reasonable measures to ensure compliance with the requirements of this Addendum by employees who assist in the performance of functions or activities on behalf of COUNTY under this Agreement and use or disclose PHI; and discipline such employees who intentionally violate any provisions of this Addendum, including by termination of employment. In complying with the provisions of this section K, Business Associate shall observe the following requirements:

- 1) Business Associate shall provide information privacy and security training, at least annually, at its own expense, to all its employees who assist in the

performance of functions or activities on behalf of COUNTY under this Agreement and use or disclose PHI.

- 2) Business Associate shall require each employee who receives information privacy and security training to sign a certification, indicating the employee's name and the date on which the training was completed.
- 3) Business Associate shall retain each employee's written certifications for COUNTY inspection for a period of three years following contract termination.

3. Obligations of County

COUNTY agrees to:

- A. **Notice of Privacy Practices.** Provide Business Associate with the Notice of Privacy Practices that COUNTY produces in accordance with 45 CFR §164.520, as well as any changes to such notice.
- B. **Permission by Individuals for Use and Disclosure of PHI.** Provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures.
- C. **Notification of Restrictions.** Notify the Business Associate of any restriction to the use or disclosure of PHI that COUNTY has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.
- D. **Notification of Patient Confidential Communications.** Notify the Business Associate of any patient (or patient's representative) preferences (or changes to) regarding method of or how to communicate with the patient.
- E. **Requests Conflicting with HIPAA Rules.** Not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA regulations if done by COUNTY.

4. Audits, Inspection and Enforcement

From time to time, COUNTY may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement and this Addendum. Business Associate shall promptly remedy any violation of any provision of this Addendum and shall certify the same to the COUNTY Compliance Officer in writing. The fact that COUNTY inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Addendum, nor does COUNTY:

- A. Failure to detect; or

- B. Detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of COUNTY enforcement rights under this Agreement and this Addendum.

5. Termination

- A. **Termination for Cause.** Upon COUNTY knowledge of a material breach of this Addendum by Business Associate, COUNTY shall:
 - 1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by COUNTY;
 - 2) Immediately terminate this Agreement if Business Associate has breached a material term of this Addendum and cure is not possible; or
 - 3) If neither cure nor termination is feasible, report the violation to the Secretary of the U.S. Department of Health and Human Services.
- B. **Judicial or Administrative Proceedings.** Business Associate will notify COUNTY if it is named as a defendant in a criminal proceeding for a violation of HIPAA. COUNTY may terminate this Agreement if Business Associate is found guilty of a criminal violation of HIPAA. COUNTY may terminate this Agreement if a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Business Associate is a party or has been joined.
- C. **Effect of Termination.** Upon termination or expiration of this Agreement for any reason, Business Associate shall return or destroy all PHI received from COUNTY (or created or received by Business Associate on behalf of COUNTY that Business Associate still maintains in any form, and shall retain no copies of such PHI or, if return or destruction is not feasible, shall continue to extend the protections of this Addendum to such information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

6. Miscellaneous Provisions

- A. **Disclaimer.** COUNTY makes no warranty or representation that compliance by Business Associate with this Addendum, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

- B. **Amendment.** The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon COUNTY request, Business Associate agrees to promptly enter into negotiations with COUNTY concerning an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA regulations or other applicable laws. COUNTY may terminate this Agreement upon thirty (30) days written notice in the event:
- 1) Business Associate does not promptly enter into negotiations to amend this Addendum when requested by COUNTY pursuant to this Section, or
 - 2) Business Associate does not enter into an amendment providing assurances regarding the safeguarding of PHI that COUNTY in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.
- C. **Assistance in Litigation or Administrative Proceedings.** Business Associate shall make itself and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under this Agreement, available to COUNTY at no cost to COUNTY to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against COUNTY, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by the Business Associate, except where Business Associate or its subcontractor, employee or agent is a named adverse party.
- D. **No Third-Party Beneficiaries.** Nothing express or implied in the terms and conditions of this Addendum is intended to confer, nor shall anything herein confer, upon any person other than COUNTY or Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- E. **Interpretation.** The terms and conditions in this Addendum shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable state laws. The parties agree that any ambiguity in the terms and conditions of this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.
- F. **Regulatory References.** A reference in the terms and conditions of this Addendum to a section in the HIPAA regulations means the section as in effect or as amended.

- G. **Survival.** The respective rights and obligations of Business Associate under Section 6.C of this Addendum shall survive the termination or expiration of this Agreement.
- H. **No Waiver of Obligations.** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

Exhibit M—Mental Health Services Act (MHSA) Additional Terms and Conditions

CONTRACTOR shall provide services in accordance with the terms and conditions stated herein, and any specifically referenced attachments hereto. The CONTRACTOR shall become familiar with principles listed in the Mental Health Services Act (MHSA), also known as Proposition 63 such as the Accountability and Evaluation section of the guidelines.

1. DEFINITIONS

“Adult” means an individual 18 years of age through 59 years of age.

“Children and Youth” means an individual from birth through 17 years of age.

“Client” means an individual of any age who is receiving or has received mental health services. As used in these regulations, the term “client” includes those who refer to themselves as clients, consumers, survivors, patients or ex-patients.

“Client Driven” means that the client has the primary decision-making role in identifying his/her needs, preferences and strengths and a shared decision-making role in determining the services and supports that are most effective and helpful for him/her. Client driven programs/services use clients' input as the main factor for planning, policies, procedures, service delivery, evaluation and the definition and determination of outcomes.

“Community Collaboration” means a process by which clients and/or families receiving services, other community members, agencies, organizations, and businesses work together to share information and resources in order to fulfill a shared vision and goals.

“Community Program Planning” means the process to be used by the County to develop Three-Year Program and Expenditure Plans, and updates in partnership with stakeholders to:

- (1) Identify community issues related to mental illness resulting from lack of community services and supports, including any issues identified during the implementation of the Mental Health Services Act.
- (2) Analyze the mental health needs in the community.
- (3) Identify and re-evaluate priorities and strategies to meet those mental health needs.

“Community Services and Support” means service delivery systems for mental health services and supports for children and youth, transition age youth, adults, and older adults. These services and supports are similar to those found in Welfare and Institutions Code Sections 5800 et. seq. (Adult and Older Adult Systems of Care) and 5850 et. seq. (Children's System of Care).

“Cultural Competence” means incorporating and working to achieve each of the goals listed below into all aspects of policy-making, program design, administration and service delivery. Each system and program is assessed for the strengths and weaknesses of its proficiency to achieve these goals. The infrastructure of a service, program or system is transformed, and new protocol and procedure are developed, as necessary to achieve these goals.

“Early Intervention Program” means treatment and other services and interventions, including relapse prevention, to address and promote recovery and related functional outcomes for a mental illness early in its emergence, including the applicable negative outcomes that may result from untreated mental illness. Early Intervention Program services shall not exceed eighteen months, unless the individual receiving the service is identified as experiencing first onset of a serious mental illness or emotional disturbance with psychotic features, in which case early intervention services shall not exceed four years.

“Family Driven” means that families of children and youth with serious emotional disturbance have a primary decision-making role in the care of their own children, including the identification of needs, preferences and strengths, and a shared decision-making role in determining the services and supports that would be most effective and helpful for their children. Family driven programs/services use the input of families as the main factor for planning, policies, procedures, service delivery, evaluation and the definition and determination of outcomes.

“Full Service Partnership” means the collaborative relationship between the County and the client, and when appropriate, the client's family, through which the County plans for and provides the full spectrum of community services so that the client can achieve the identified goals.

“Linguistic Competence” means organizations and individuals working within the system are able to communicate effectively and convey information in a manner that is easily understood by diverse audiences, including individuals with Limited English Proficiency; individuals who have few literacy skills or are not literate; and individuals with disabilities that impair communication. It also means that structures, policies, procedures and dedicated resources are in place that enables organizations and individuals to effectively respond to the literacy needs of the populations being served.

“Mental Health Services Act” means the laws that took effect on January 1, 2005 when Proposition 63 was approved by California voters and codified in the Welfare and Institutions Code.

“Older Adult” means an individual 60 years of age and older.

“Outreach and Engagement Service Category” means the service category of the Community Services and Supports component of the Three-Year Program and Expenditure Plan under which the County may fund activities to reach, identify,

and engage unserved individuals and communities in the mental health system and reduce disparities identified by the County.

“Prevention Program” means a set of related activities to reduce risk factors for developing a potentially serious mental illness and to build protective factors. The goal of this Program is to bring about mental health including reduction of the applicable negative outcomes as a result of untreated mental illness for individuals and members of groups or populations whose risk of developing a serious mental illness is greater than average and, as applicable, their parents, caregivers, and other family members.

“Transition Age Youth” means youth 16 years to 25 years of age.

“Underserved” means clients of any age who have been diagnosed with a serious mental illness and/or serious emotional disturbance and are receiving some services, but are not provided the necessary or appropriate opportunities to support their recovery, wellness and/or resilience. When appropriate, it includes clients whose family members are not receiving sufficient services to support the client's recovery, wellness and/or resilience. These clients include, but are not limited to, those who are so poorly served that they are at risk of homelessness, institutionalization, incarceration, out-of-home placement or other serious consequences; members of ethnic/racial, cultural, and linguistic populations that do not have access to mental health programs due to barriers such as poor identification of their mental health needs, poor engagement and outreach, limited language access, and lack of culturally competent services; and those in rural areas, Native American Rancherias and/or reservations who are not receiving sufficient services.

“Unserved” means that individual who may have serious mental illness and/or serious emotional disturbance and are not receiving mental health services. Individuals who may have had only emergency or crisis-oriented contact with and/or services from the County may be considered unserved.

“Workforce Education and Training” means the component of the Three-Year Program and Expenditure Plan that includes education and training programs and activities for prospective and current Public Mental Health System employees, contractors and volunteers.

2. MHSA CULTURAL COMPETENCY

CONTRACTOR shall make available to COUNTY evidence of trainings, staff attendance, and course content upon request of COUNTY. CONTRACTOR shall use professional skills, behaviors, attitudes and policies in their system that ensures the system, or those being seen in the system, work effectively in a cross cultural environment. In addition to the Cultural Competency requirement stated in Exhibit A, section 3, the CONTRACTOR shall complete the following additional requirements:

- a. All staff funded under this agreement shall complete thirty two (32) hours of cultural competency training; and
- b. CONTRACTOR agrees to designate one or more representatives to participate in monthly Cultural Competency Committee meetings at COUNTY Behavioral Health and Recovery Services (BHRS).

3. MHSA PURCHASE AUTHORIZATION ADDITIONAL REQUIREMENTS

CONTRACTOR shall comply with the following methods of purchasing Capital Assets, Fixed Assets, and Consumables. All expense categories are bound by the State Controller Office in addition to Exhibit D "PURCHASES". Upon receipt of proper invoice as per section "TERMS OF PAYMENT", a Property tag will be issued to the CONTRACTOR for tagging Capital, Fixed Assets, and minor equipment (does not include outreach and engagement materials).

- a. For Capital Assets, consisting of \$5,000 or more in cost or value, will require prior approval and may be subject to depreciation which includes leases. The approval process involves written request to the COUNTY BHRS Director or designee, presentation to the Mental Health Ongoing Planning Council, Stakeholders' input, and approval from the COUNTY Board of Supervisors, and Mental Health Services Oversight and Accountability Commission. These items are subject to tagging.
- b. For Fixed Assets, including minor equipment which, CONTRACTOR shall seek prior written approval of the COUNTY BHRS Director or designee for purchases invoiced \$1 to \$4,999.99. These items are subject to tagging.
- c. For Consumables (a useful or valuable thing that is intended to be used up relatively quickly) such food and brochures, which include all outreach and engagement incentives, CONTRACTOR shall seek prior written approval of the COUNTY BHRS Director or designee purchases of all consumables items. Consumables must have the MHSA Logo, or indication that program receives funding through MHSA. Consumables are for participants only, no personnel staff shall benefit from this cost.

4. BUDGET REVISION REQUEST

There are two identified timeframes available to request revisions to Exhibit B: December which is the sixth month of the fiscal year and March which is the ninth month of the fiscal year. This ensures the CONTRACTOR operates according to the approved MHSA Plan and allocated amount, as well as follow

established procedures for requesting revisions to scope and/or budget in a timeframe that allows for County Board of Supervisors approval.

a. Budget Revision Format:

- i. Include a cover letter addressed to the Director of COUNTY BHRS explaining the revisions requested and the justification for the revisions, including if the Scope of Services will change.
- ii. Revised budgets must include columns for Original Budget, Requested Revision and Revised Budget, with balanced budgets and clear detail of the revisions or line item moves being requested.

b. Review and Approval/Denial Process:

- i. Submit cover letter and revised budget to Director with an email copy of documents to the assigned Analyst.
- ii. Director of COUNTY BHRS and MHSA Staff will review each request to determine if the revision to scope and/or budget is consistent with the approved MHSA Plan, allocated amount and the State's definition of Direct and Indirect Cost.
- iii. MHSA Staff will notify CONTRACTOR if revision is approved or denied by the Director of COUNTY BHRS.
- iv. For approved requests, MHSA Staff will follow the COUNTY process for contract amendments.

5. REPORTING

CONTRACTOR shall provide quarterly outcomes and data report to COUNTY BHRS. The information required and due dates for the quarterly report are detailed in Exhibit C.

a. Community Services and Supports Reporting Requirements:

CONTRACTOR shall provide the following information in each quarterly report:

- i. Provide unduplicated counts on race/ethnicity, primary language, gender, culture (LGBTQ, Veteran, & Other), age, and zip code; and
- ii. Complete a narrative to describe program activities during reporting period.

- b. CONTRACTOR shall submit a quarterly report to COUNTY BHRS as follows:

Quarters	Months	Due Date
1	07/01-09/30	10/31
2	10/01-12/31	01/31
3	01/01-03/31	04/30
4	04/01-06/30	07/31

Attachment A—Content License Agreement

CONTENT LICENSE AGREEMENT

THIS CONTENT LICENSE AGREEMENT (the "Agreement") is entered into as of September 23, 2009 (the "Effective Date") between the California Association of Social Rehabilitation Agencies (CASRA), a California public benefit organization with its principal offices at 815 Marina Vista, Suite D, Martinez, CA 94553 ("Licensor"), and the County of Merced, a political subdivision of the State of California ("Licensee").

- A. Licensor has developed written materials for the education and training of the mental health workforce in California, including (i) course materials on psychosocial rehabilitation and (ii) the basic values, knowledge and skills of culture-centered, recovery-oriented practice, all as listed in Exhibit A hereto (collectively, the "Materials"); and
- B. Licensee desires to acquire a license to use, reproduce and distribute the Materials solely for use in connection with Licensee's internal operations or for the implementation of psychosocial rehabilitation training for county employees.

IT IS AGREED, in consideration of each party's covenants herein, as follows:

1. LICENSE GRANT

I.1 License Grant. Subject to the terms and conditions herein, Licensor hereby grants to Licensee a nonexclusive, fully-paid and non-fee-bearing, nontransferable and nonsublicensable, limited license to use, reproduce and distribute the Materials (as defined above) solely and exclusively in connection with Licensee's internal business operations or for the implementation of a psychosocial rehabilitation training for county employees.

I.1.1 License Restrictions. Licensee may only make the Materials available to its employees, contractors, agents, advisors and other representatives (collectively, "Permitted Internal Users"). Licensee will not transfer, assign or otherwise distribute the Materials to any persons or entities other than Permitted Internal Users and, at such time as a Permitted Internal User ceases his or her employment, engagement or other relationship with Licensee, Licensee will take reasonable steps to number and control the materials to insure that such Permitted Internal User returns the Materials to Licensee and does not take away any copy of the Materials. Licensee may not sell, rent, loan or otherwise encumber or transfer the Materials, in whole or in part, to any third party. Licensee may not modify or create derivative works from the Materials.

To the extent that the Materials consist primarily of training manuals for use by instructors, Licensee will limit its reproduction and distribution of the Materials to the number of trainers employed or engaged by Licensee to instruct Permitted End Users in the content therein. Notwithstanding the restrictions set forth in the preceding paragraph, Licensee may create or develop lessons and case studies based on the Materials for internal use by its Permitted Internal Users.

This Agreement does not and will not be construed as transferring ownership rights in the Materials to Licensee or to any third party. Licensor owns and shall retain all right, title and interest therein and thereto in perpetuity except for the limited, revocable license rights specifically granted to Licensee herein. Licensee will not remove any copyright or trademark notices or any Licensor logos or other branding on the Materials or any derivative works thereof. Licensee will have no right to use the Materials for any commercial gain, which includes the sale of any portion of the curriculum to a third party.

Licensor is under no obligation to update the Materials; provided that, if Licensor, at its sole option, develops any such updates, these updates will be delivered to Licensee and will thereafter be covered by and subject to the terms of this Agreement.

- 1.1.1.1 Third Party Licenses. If and when Licensee seeks to make the Materials available to any third party other than Permitted Internal Users, Licensor and Licensee will negotiate the terms of such license in good faith.
- 1.1.2 Delivery. Following the Effective Date and payment in full of the License Fee as set forth on Exhibit A attached hereto and incorporated herein by this reference, Licensor will deliver an electronic copy of the Materials to Licensee in .pdf or other agreed format.
- 1.1.3 Support. As and when reasonably requested by Licensee, Licensor will reasonably assist Licensee in its internal use of the Materials through the provision of telephone and email support during Licensor's normal business hours. If Licensee requests additional training or support from Licensor, Licensor and Licensee will negotiate the terms of such additional services in good faith.

2. TERM

- 2.1 This Agreement will commence on the Effective Date and continue in perpetuity unless terminated earlier as provided below (the "Term").
- 2.2 Licensee may terminate this Agreement at any time during the Term on ten days' prior written notice to Licensor. Licensor may terminate this Agreement immediately if Licensee materially breaches any of the provisions of this Agreement and fails to cure such breach within ten business days after notice thereof.
- 2.3 Upon termination of this Agreement, Licensee will immediately cease all use of the Materials and will erase or otherwise destroy the Materials and all copies thereof. Sections 1.1.1, 3 and 4 will survive the termination of this Agreement together with any cause of action or claim of either party, whether in law or in equity, accrued or to accrue because of the other party's breach or default.

3. DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY

- 3.1 THE MATERIALS ARE PROVIDED "AS IS." ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, ARE EXPRESSLY AND WHOLLY DISCLAIMED.
- 3.2 Licensee will defend, indemnify and hold Licensor harmless from any third party claims arising out of Licensee's misuse of the Materials in any way.
- 3.3 Excluding damages incurred by Licensor on Licensee's misappropriation of the Materials, neither party will be liable for any indirect, special or consequential damages incurred by the other party under this Agreement, whether in an action in contract, tort or otherwise.
- 3.4 Any misappropriation or misuse of the Materials by Licensee will irreparably harm Licensor. Accordingly, on any such breach, Licensor will be entitled to injunctive relief in addition to any other remedies which it may have at law or in equity.

4. MISCELLANEOUS

- 4.1 Assignment. Further to Section 1.1.1 above, Licensee may not assign, transfer its rights or delegate its obligations under this Agreement without Licensor's prior written consent. Subject to the foregoing, this Agreement will be binding upon the successors and assigns of the parties hereto.
- 4.2 Entire Agreement. This Agreement, including Exhibit A, embodies the final, complete and exclusive understanding between the parties, replaces and supersedes all previous oral or written negotiations or agreements between the parties with respect to the subject matter hereof, may not be amended except in a writing signed by each party hereto and may be executed in counterparts, each of which will be a original and both of which will constitute one and the same document. The failure of either party to enforce any of the provisions of this Agreement will not be deemed a waiver of such provisions or of the right of such party thereafter to enforce such provisions.
- 4.3 Independent Contractors. The parties are entering into this Agreement as independent parties and nothing herein will be deemed to create an employer/employee, principal/agent or joint venture relationship. Neither party will have the authority to enter into any contracts in the name of or on behalf of the other party.
- 4.4 Governing Law. This Agreement will be governed by the laws of the State of California, excluding its conflict of law rules. All disputes between the parties arising out of or relating to this Agreement (other than actions seeking only equitable remedies) will be settled by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association. In any proceeding hereunder, the prevailing party will be entitled to recover its reasonable attorney's fees and costs from the losing party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CALIFORNIA ASSOCIATION OF SOCIAL
REHABILITATION AGENCIES

By: Betty Dahlquist
Betty Dahlquist, Executive Director

Date: 10/1/09

COUNTY OF MERCED
A Political Subdivision of the
State of California

By: Robert Reed

Date: 9/21/2009

Merced County
2222 M Street
Merced, CA 95340
Robert Reed
Procurement Specialist II